

IFW

Attorney Docket No. VERA-001/01US (New)
JRME:001US (Old)

PATENT



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of Jerome R. EDWARDS

Confirmation No.: 4961

Serial No.: 10/649,600

Group Art Unit: Unassigned

Filed: August 26, 2003

Examiner: Unassigned

For: **METHODS, APPARATUSES, AND SYSTEMS USEFUL IN CONDUCTING
IMAGE GUIDED INTERVENTIONS**

U.S. Patent and Trademark Office
Customer Service Window
Randolph Building
401 Dulany Street
Alexandria, VA 22314

TRANSMITTAL OF DOCUMENTS

Enclosed are the following for the above-identified application:

- [x] Revocation and New Power by Assignee and Statement Under 37 C.F.R. §3.73(b) with copy of executed Assignment; and
- [x] Return Receipt Postcard.


The Director is hereby authorized to charge any appropriate fees under 37 C.F.R. §§1.16, 1.17, and 1.21 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283.

Dated: November 3, 2005

Cooley Godward LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5656
Tel: (703) 456-8000
Fax: (703) 456-8100

Respectfully submitted,
COOLEY GODWARD LLP

By:


Erik B. Milch
Reg. No. 42,887



Attorney Docket No. **VERA-001/01US (New)**
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**REVOCATION AND NEW POWER BY ASSIGNEE
AND STATEMENT UNDER 37 C.F.R. §3.73(b)**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☒ [x] An assignment document, a copy of which is enclosed herewith;
- ☐ [] An assignment previously recorded in the U.S. Patent and Trademark Office at Reel __, Frame __, dated __.

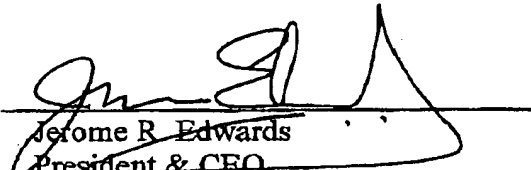
Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP
ATTN: Patent Group
One Freedom Square
Reston Town Center
11951 Freedom Drive
Reston, VA 20190-5656
Tel: (703) 456-8000
Fax: (703) 456-8100

CUSTOMER NUMBER: **22903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Date: OCTOBER 26th 2005

Signature: 

Name:

Jerome R. Edwards

Title:

President & CEO

Company:

Veran Medical Technologies, Inc.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement"), is made and entered into as of August 7, 2003 by and between **JEROME D. EDWARDS**, an individual residing in the State of Tennessee ("Edwards"), and **VERAN MEDICAL TECHNOLOGIES, INC.**, a Tennessee corporation ("Veran").

NOW THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

2. Assignment.

(a) Edwards hereby transfers, assigns and conveys to Veran all of Edwards' right, title and interest in and to an invention entitled "Methods, Apparatuses, and Systems Useful in Conducting Image Guided Interventions," which is described in greater detail in Schedule A attached hereto and incorporated herein by reference (the "Invention"), and in any and all direct and indirect patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the United States or in any foreign country with respect to the Invention, including any and all improvements thereto, and in any application, including continuations, continuations-in-part, divisions, reissues, reexaminations and extensions thereof that may be filed with respect to the Invention or improvements thereto, including, without limitation, pending U.S. Patent Application Serial No. 60/494,268, filed on August 11, 2003 with the U.S. Patent and Trademark Office, as well as the entire right, title and interest of Edwards in and to any other invention, know-how, copyrightable works, trade secrets and/or confidential information relating to the Invention or resulting from his association with Veran, all free and clear of any liens, security interests and encumbrances.

(b) Edwards grants to Veran the right to identify Edwards as an inventor in any patent application filed with the U.S. Patent and Trademark Office or with the patent authorities in any foreign country with regard to the foregoing. Edwards authorizes and requests that the Commissioner for Patents record Veran as the owner of Edwards' right, title and interest in the Invention, including any continuations, continuations-in-part, divisions, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Veran, as assignee of Edwards' right, title and interest in and to the same, for the use and enjoyment of Veran, its successors, assigns and other legal representatives.

(c) Edwards will, without additional charge to Veran, but at Veran's expense, cooperate with and assist Veran such that Veran may realize and fully enjoy all the rights assigned hereunder, including cooperation and assistance in the preparation and execution of all papers necessary or helpful to Veran and providing such information and assistance as may reasonably be required by Veran in any administrative or legal proceeding to obtain or protect such rights.

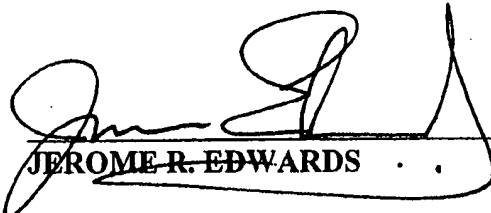
4. Authorization and Binding Agreement. Each of parties hereto represents and warrants to the other party hereto that the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of such party in accordance with its terms.

5. Miscellaneous. The Agreement contains the entire and only agreement between the parties respecting the subject matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein shall not be binding upon either party. This Agreement and any provision hereof may not be modified or waived orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Any delay or omission by any party hereto in exercising any right hereunder shall not operate as a waiver of such right. The headings of the various sections of this Agreement are for convenience of reference only, and shall not modify, define, limit or expand the express provisions of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors or permitted assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to the principles of conflict of laws thereof or of any other jurisdiction. If legal action is commenced to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other relief granted. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies hereunder. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its plain meaning, and not strictly for or against any of the parties, and rules of interpretation or construction of contracts that would construe any ambiguity against the draftsman shall not apply. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this

Agreement. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.

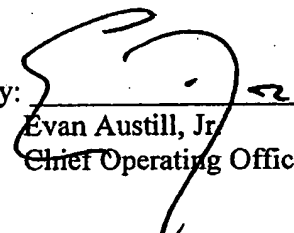
[Signature page follows.]

WHEREFORE, to signify their agreement to the terms of this Agreement, each of the parties hereto have executed this Agreement as of the date first set forth above.



JEROME R. EDWARDS

VERAN MEDICAL TECHNOLOGIES, INC.

By: _____
Evan Austill, Jr.
Chief Operating Officer